

## **MEMORANDUM OF UNDERSTANDING (MOU) IMPLEMENTATION PLAN**

The Albuquerque Area Indian Health Service ("management") and the Laborers' International Union of North America (LIUNA) Local 1376 ("union"), Albuquerque, New Mexico, agree to the following implementation plan in accordance with appropriate laws and the Memorandum of Agreement (dated 04-22-99) between IHS and LIUNA (IHS-LIUNA MOA) on implementation of IHS Circular 97-9, Performance Appraisal System (PAS), and IHS Circular 97-10, Recognition and Awards Program (RAP), as follows:

### **RECOGNITION AND AWARDS PROGRAM BUDGET**

1. Management agrees to notify the union in writing at the respective service unit/office locations within ten (10) work days of the signing of this agreement about the dollar amount budgeted for the RAP for all employees for FY 2000. This notification will be provided to the Chief Steward at each location. The Chief Steward will provide input about the recognition and Awards Program budget to the Chief Executive Officer/Area Executive Officer or designees within the time frame mutually agreed upon at the local level. LIUNA's input will be considered consistent with Partnership principles. LIUNA will be notified consistent with the above process about any changes to the RAP budget during the year.

For subsequent Fiscal Years, management agrees to notify the union in writing at the respective service unit/office locations within ten (10) work days of the following:

- A. local management's submission of a spending plan;
- B. local management's receipt of all advices of allowance; and
- C. any changes to the Recognition and Awards budget.

The preceding notification will be to the Chief Steward who will provide input within ten (10) work days. To the extent permitted by law, the parties agree to bargain on the impact and implementation of budget decisions and/or changes.

### **TRAINING MODULES AND TRAINING**

2. The parties agree to develop joint briefing module within 30 days after signing of this agreement. The Joint briefings will be conducted by Management and the Union on IHS Circulars 97-9 and 97-10, the National MOA, and Local Implementation Plan. Briefings will be provided to supervisors and employees within 60 days after completion of the briefing module. It is agreed that the joint training may be presented "live", by videotape presentation or by the intranet, at mutually agreeable times at the service units/office levels.

3. The parties also agree that training will be provided on writing and communicating standards, elements, defining "critical element", updating PDs, and other relevant topics, such as performance improvement plans, classification appeals, etc., as mutually agreed upon at the local level. It is agreed that management will develop this training material and that it will be provided to employees, including supervisors and managers, and union representatives. It is agreed that the training may be presented "live", by videotape presentation or by the intranet, at mutually agreeable times.

#### **APPRAISAL AND AWARDS REVIEW COMMITTEE**

4. Within 30 days from the signing of this agreement, a joint Performance Appraisal and Awards Review Committee, with representatives from the Union and Management, will be established in each service unit/office. If there is a Partnership Council/Committee established at the service unit/office, this should be a part of that Council/Committee. The function of the Review Committee is to monitor and study the implementation of these policies. The Review Committee will meet no less than quarterly. The committee will make recommendations for any necessary adjustments to the implementation of these policies as well as negotiate on such matters as establishing feedback mechanism for employees, supplemental criteria for awards, communicating awards program and other local matters. The structure of the Review Committee will be determined at the service unit/office level by the parties.

Information concerning the awards budget will be provided to the Review Committee. The manner of providing information and of obtaining Union input will be determined at the service unit/office level.

5. Management will provide quarterly reminders to employees about the importance of the RAP. At a minimum, the reminder will include the policy statement contained in IHS Circular 97-10, Section 3; the provisions for employee recommendations for monetary and non-monetary awards in item 8 of the national IHS-LIUNA MOA; and establishment of a negotiated award for Consistent Superior Performance in item 9 of the National IHS-LIUNA MOA. Information about the RAP may be furnished through the Employee Bulletin, memorandum, bulletin board notice, desktop, e-mail, or other method, to be decided at the local level by the parties. Management agrees that information will be provided to the Partnership Council/Committee and/or Review Committee on employees who received awards for that quarter.
6. The parties may further negotiate at the service unit/office level on such matters as Review Committee structure, supplemental criteria for awards, communicating the awards program, feedback mechanisms, the methodology for assuring the accuracy/currency of the position description, and other local matters as may be appropriate.
7. All awards will be documented in the Official Personnel Folder (OPF) or Employee Performance Folder (EPF), in accordance with regulations governing such records.

## **MISCELLANEOUS ITEMS**

8. Management and union agree to issue separate letters to employees within ten (10) work days of signing of this agreement, incorporating items 2, 3, and 4 of the National IHS-LIUNA MOA, and annually thereafter. It is further agreed that management and union will collaborate prior to issuance. The letter will further include statements on the importance of employee input and employee rights to have their position descriptions (PD) reviewed in accordance with established procedures and their collective bargaining agreement. It is understood that accurate PDs are important and that management should review PDs with new employees consistent with employee orientation procedures mutually agreed upon at the local level. The accuracy of an employee's PD will be addressed when annual performance standards are issued and during any subsequent performance review. Organizational goals and objectives are to be reflected in the performance plans.
9. If a Reduction in Force (RIF) should occur for any reason, the length of service credit applicable for an acceptable performance evaluation will be the maximum allowable by the Office of Personnel Management (OPM).
10. The parties agree that an ADR process may be helpful in dealing with concerns involving the application of the performance standards, and may be utilized in accordance with collective bargaining agreements.
11. Parties agree to post-implementation bargaining, which can be initiated at any time by mutual agreement.
12. To the extent that the provisions of this Agreement are in conflict with existing collective bargaining agreements, this Agreement will take precedence.
13. After the programs have been in effect for one full appraisal cycle, either party can request to reopen this Agreement to modify or add to it, in order to negotiate procedures or appropriate arrangements to alleviate any adverse impact on bargaining unit employees. The Union will be informed of any changes to the policies. To the extent permitted by law, the Parties agree to bargain on the impact and implementation of changes made.
14. The Parties agree that Management at the Albuquerque Area Office, the Acoma-Canoncito-Laguna Service Unit, the Albuquerque Service Unit, and the Zuni Service Unit will implement IHS Circular 97-9, Performance Appraisal System and IHS Circular 97-10, Recognition and Awards Program within 30 days of the completion of the Joint Briefings, but no later than September 1, 2000.

## Acknowledgement

The undersigned parties hereby acknowledge this agreement dated this 2<sup>nd</sup> day of May, 2000.

For the Union:

Julie Claymore  
Julie Claymore  
Chief Negotiator

For Management:

Vince Lujan  
Vince Lujan  
Chief Negotiator

ASU 5/2/00  
ppm by ALL 5/2/00  
ZSU 5/2/00  
OJS ZSU 5/02/00

BT 5/2/00 ALSH  
EQ 5/2/00 ALSH  
ZSU-5/2/00  
BG 5-2-00 ZSU